

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 9	
2. Amendment/Modification No. 0002		3. Effective Date Jan 3, 2001		4. Requisition/Purchase Req. No. EDOERI-01-000002		5. Project No. (if applicable)	
6. Issued By Contracts and Purchasing Opr., Group D U.S. Dept. of Education, Rm 3616, ROB-3 Seventh and D Streets SW Washington, DC 20202-4447				7. Administered By (if other than Item 6)		Code SEE BLOCK 6	
8. Name And Address of Contractor (No., Street, County, and Zip Code)				(X)		9A. Amendment of Solicitation No. ED-01-R-0002	
				X		9B. Date (See Item 11) Nov 22, 2000	
						10A. Modification of Contract/Order No.	
						10B. Date (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO ADMENDMENTS OF SOLICIATATION							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Item 8 and 15, and <input type="checkbox"/> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (if required) 1100A22001ERK R0511722521A SE \$							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. This change order is issued pursuant to: (Specify authority) The changes set forth item 14 are made in the contract order No. in item 10A							
<input type="checkbox"/> B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)							
<input type="checkbox"/> C. This supplemental agreement is entered into pursuant to authority of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> Is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/Contract subject matter where feasible.) See Attached							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10 A, as heretofore changed, remains unchanged and in full force and affect.

15A. Name and Title of signer (Type or Print)		16A. Name and title of contracting office (Type or Print)	
15B. Contractor/Offeror (Signature of person authorized to sign)		16B. United States of America (Signature of Contracting Officer)	
15C. Date		16C. Date Signed	

The following changes are made to RFP ED-01-R-0002:

1. The Contract Specialist and contact for information regarding this acquisition is Jeff Halsted (202) 708-8283 Jeff_C._Halsted@ed.gov
2. Section H.23—SURVEILLANCE PLAN—contains references to "four (4) contract option years" and "four (4) option years." Both of these references should read "(3) three" rather than "four (4)."
3. Section H.23—SURVEILLANCE PLAN—under the heading "Evaluation Procedures" the final sentence of step 2 beginning, "In order to make any change(s)..." is deleted in its entirety.
4. Section H.23—SURVEILLANCE PLAN—under the heading "Evaluation Procedures" the following text is added to Step 6:

"The Contractor will be instructed to include, on its next regular voucher, a line item for the authorized incentive or deduction. The amount of the incentive or deduction will be as stated by the Contracting Officer. Deductions cannot occur if the amount of the Award Fee Pool is zero."
5. The following documents are included and are part of the RFP Package:
 - Attachment B—Deliverables Chart (Revised—use this version)
 - Attachment C—Performance Indicators (Revised—use this version)
 - Attachment D—Billing Instructions (Use in addition to the current Instructions)
6. The Date for Receipt of Proposals is extended to January 26, 2001, the time for receipt is not changed.

Attachment B

Section F. Deliverables

The contractor shall submit to the COTR the following deliverables:

TASK	DELIVERABLES	DATE	DEPT. REVIEW	NO. OF COPIES
1.1	Recommendations for members of working group	Eight weeks after award	Two weeks	2
1.1	Logistical support for meetings of working group	As scheduled	N.A.	N.A.
1.1	Agenda, other materials for meetings of working group	1 week before meetings	N.A.	2
1.1	Summaries of meetings of working group	1 week after meetings	N.A.	2
1.1	Written report on final standards and recommendations of working group	Jan 30, 2002 (if options are exercised)	Four weeks	2
1.1	Quarterly review of metadata standards	Apr 15 July 15 Sept 15	N.A.	2
1.1	Four year implementation plan for metadata standards development	Jan 30, 2002 (if options are exercised)	Four weeks	3
1.1	Quarterly updates of metadata implementation plan	Apr 15, Jul 15, Sept 15	N.A.	3
1.1	Instructions and training for Clearinghouses	Jan 30, 2002 (if options are exercised)	Four weeks	2
1.1	Annual report on implementation of metadata standards	Jan 30	Four weeks	3
1.1	Annual recommendation of number of Clearinghouses to transition next year	Nov 30	Two weeks	3
1.1	Development of special project database	Jan 30 of year 4	Four weeks	
1.2	Planning meeting for web site redesign	Four weeks after award	N.A.	N.A.
1.2	Proposed redesign of web site	90 days after contract award	Four weeks	2
1.2	Updates of web site	Monthly	N.A.	N.A.
1.2	Design updates of the ERIC Web site	Jan 30 of years 2 and 4	Four weeks	2

TASK	DELIVERABLES	DATE	DEPT. REVIEW	NO. OF COPIES
1.3	Development of conference calendar	90 days after award	Four weeks	2
1.3	Update of conference calendar	At least monthly	N.A.	N.A.
2.1	Analysis of reference and referral inquiries	Quarterly	N.A.	3
2.2	Record keeping report	Quarterly	N.A.	3
3.2	Comprehensive Dissemination Plan	Jan. 15	Two weeks	3
3.3a	<i>Pocket Guides to ERIC</i> (one per year)	Jan. 30	Eight weeks	40,000 each (Subject to GPO Guidelines)
3.3a	<i>All About ERIC</i> (one per year)	Jan. 15	Eight weeks	25,000 (Subject to GPO Guidelines)
3.3a	<i>ERIC Annual Report</i>	May 15	Four weeks	25
3.3b	<i>The ERIC Review</i> (One for Year 1 and Two other four years)	As scheduled	Three weeks	50,000 (Subject to GPO Guidelines)
3.3c	Six ERIC Parent Brochures	As scheduled	Three weeks	25,000 each (Subject to GPO Guidelines)
4	Logistical support for ERIC system meetings	As scheduled	N.A.	N.A.
5.1	Initial meeting with COTR	Four weeks after award	N.A.	N.A.
5.3	Management plan	Eight weeks after award	Four weeks	2
5.3	ACCESS ERIC annual report	Jan. 30	Two weeks	3
5.3	ACCESS ERIC quarterly reports	April 15, July 15, Sept. 15	N.A.	3

TASK	DELIVERABLES	DATE	DEPT. REVIEW	NO. OF COPIES
5.3	Messenger service	Twice weekly	N.A	N.A
5.6	Annual proposed plan and budget	Nov. 30 (The RFP, in Section L, states that the contractor will provide a fully-revised, detailed plan 30 days prior to the start of any option period. I assume the plan referenced here in 5.6 is the same plan. If so, please make a change to this deliverable date that is consistent with the Section L language)	N.A.	3

Attachment C

Performance Indicators for ACCESS ERIC

	Tasks	Task Standard	Method of Surveillance	Standard to be Met	Incentives & Deductions
1.1	Metadata Standards	Develop metadata standards for the ERIC System	Written report with recommended standards, and annual updates	Completed by January 30 each year, beginning in 2002.	\$2,000 if plan and updates are submitted on time. No incentive if submitted over two weeks late.
1.1	Metadata Standards	Develop instructions & training for the clearinghouses on the transition to new metadata scheme, and annual revisions	Three year plan for field-testing and implementing the metadata scheme, and annual revisions	Completed by January 30 each year, beginning in 2002.	\$2,000 if plan and updates are submitted on time. No incentive if submitted over two weeks late.
1.1	Metadata Standards	Implementation of the metadata scheme throughout the ERIC system.	Acceptance of metadata scheme by ERIC clearinghouses & facility	ERIC system uses new metadata scheme by December 31, 2004.	Beginning in second year of contract, \$2,000 if transition to metadata scheme is implemented on schedule each year.
1.2	ERIC Web Site	Develop and operate ERIC web site	COTR report	Updated at least monthly.	
1.3	Online ERIC Conference Calendar	Maintain ERIC publication online	Monthly updates	Updated at least monthly	
2.1	Reference and Referral Service	Answer incoming telephone calls	Quarterly and Annual reports	100% response rate within 25 seconds of call.	
2.1	Reference and Referral Service	Provide requested materials about ERIC	Quarterly and Annual reports	100% response rate within 3 working days of request.	
2.2	Record Keeping	Maintain statistical records of user requests and dispositions	Quarterly and annual reports	100% of quarterly and annual reports	
3.2	Dissemination Plan	Maintain dissemination plan and update whenever necessary	COTR review and approval	Plan disseminates ERIC products to appropriate audiences	
3.3.a	ERIC Awareness and Training Pubs	Develop system wide product	COTR record	Produce one each year. Produce the ERIC Annual Report by May 15.	Deduct \$500 if final copy of ERIC Annual Report is not submitted by June 15 each year.

	Tasks	Task Standard	Method of Surveillance	Standard to be Met	Incentives & Deductions
3.3.b	The ERIC Review	Develop system wide product	COTR record	Produce one in Year 1; Produce two in Years 2-4	
3.3.c	ERIC Parent Brochures	Produce system wide product	COTR record	Produce six each year	
4	Attend ERIC system meetings	Provide logistical support for all ERIC system meetings	COTR record	Logistical support and attendance for up to two national Directors mtgs, 1 technical staff mtg, 1 joint Dir and tech mtg, and 2-4 component mtgs	
5.3	Management Plan	Develop mtg plan to monitor all tasks and mail service twice a week	COTR record	Plan covers all required tasks and implements twice a week mail service between ACCESS ERIC and the ERIC Program	
5.3	Management Plan	Costs are within budget; billings are current, accurate and complete; costs are properly allocated; unallowable costs are not billed	COTR record	Billed costs are 100% accurate and within budget.	
5.4	Attendance at all Meeting	Attend required meetings	COTR record	100% attendance	
5.6	Option Year Plan and Budget	Submit annual technical and budget plan for each of 3 option years	COTR record	100% submissions on due date.	
Sec. F	Reports	Submit reports in requested formats	COTR record	100% submissions of all required reports	

ATTACHMENT D

We have several contractors who are new to the world of Government contracting and thought it would be helpful to provide some information on how we pay our contractors.

We want all of our contractors to understand how the Department processes invoices (see Note at the bottom of this page). The basic rule is this, we pay you within 30 days of receipt of a proper invoice, yet close to the 30th day. There are two key terms that determine when the 30 day clock starts—receipt and proper invoice. Receipt occurs on the latter of:

- 1) For invoices that are mailed, the date a proper invoice is actually received and date/time stamped in our office. For invoices transmitted electronically, we will look at the date a readable transmission is received by our office, or if it is received after normal working hours we will use the next business day.
- 2) The seventh day after the date on which the property is actually delivered or the performance of services is actually completed. This date may not be accurate if the contract calls for a longer acceptance period or if we actually accept goods or services before the seventh day. (5 CFR § 1315.4)
- 3) On the date of delivery, if specified in the contract.
- 4) On the date placed on the invoice by the contractor, if we fail to annotate the date of receipt in our office.

Second, what makes an invoice a proper invoice? An invoice is deemed proper through the following process. We receive your invoice, and then we review it for the following information, if the information is complete, we pay it:

- 1) Name of vendor
- 2) Invoice date
- 3) Government contract number (10 digits)
- 4) Vendor invoice number, account number, or other number identified in the contract
- 5) Description (including, for example, contract line/subline number), price, and quantity of goods or services rendered.
- 6) Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
- 7) TIN (unless mutually agreed that this information is only required in the contract)
- 8) Banking information for payment by EFT (unless mutually agreed that this information is only required in the contract)
- 9) Contact name (where practicable), title and telephone number
- 10) Other substantiating documentation or information required by the contract. This documentation should include information regarding where the requested funds were spent. We need to see detailed labor hours per task, travel expenses (where travelers went, transportation costs, etc.), supplies purchased, etc.

NOTE—There is a difference between an invoice and a voucher. Since the FAR refers to “proper *invoices*” when applying the Prompt Payment Act, we will use the term *invoice* also. This does not mean that vouchers are not covered in the same manner.

If we determine that your invoice is not proper, we will return it to you and identify all defects that prevent payment. You should correct the invoice and return it to us for payment. 5 CFR § 1315.9

Item # 10 above is, in our experience, the most problematic for our contractors. The following explanation may help you to think about the types of information to include in your invoices/vouchers. According to the Federal Acquisition Regulations (FAR) 16.301-3, paragraph (a)(2), a cost-reimbursement contract requires, “Appropriate Government surveillance during the performance [that] will provide reasonable assurance that efficient methods and effective cost controls are used.” This “surveillance” not only comes in the form of monthly reports, but more importantly, in *invoicing*. You have the responsibility to request reimbursement of your recorded costs; in other words, to submit an invoice on a regular basis. FAR 52.216-7, paragraph (b) defines the term *costs* to include the following: materials issued from the contractor's inventory and placed in the production process for use on the contract; direct labor; direct travel; other direct in-house costs; and reasonable, allocable, and allowable indirect costs (see FAR 31), as shown in the records maintained by you for purposes of obtaining reimbursement under a Government contract. The Government has the responsibility to pay the invoice, *after* determining which of the *costs* are reasonable, allocable, and allowable. To make this determination we must receive a detailed invoice with the *costs* broken out. Although not explicitly stated in your contract, this authority is inherent in the precise definition of a cost-reimbursement contract.

This is the condensed version of the Prompt Payment Act and the resultant regulations. These are the basics, your individual contract(s) may differ from this information. If you have further questions about Prompt Payment, or how your contract is affected, please contact your contract specialist.